

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 16		
1. Contract/Purch Order/Agreement No. DAAE20-01-P-0499			2. Delivery Order/Call No.		3. Date Of Order/Call (YYYYMMDD) 2001AUG20		4. Requisition/Purch Request No. SEE SCHEDULE			5. Priority DOA5		
6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC BARB DOUGLAS (309)782-5025 ROCK ISLAND IL 61299-7630 EMAIL: DOUGLASB@RIA.ARMY.MIL			Code W52H09		7. Administered By (If other than 6) DCM ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789				Code S1103A		8. Delivery FOB <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other (See Schedule if other)	
9. Contractor • AMW CUYUNA ENGINE CO 8 SCHEIN LOOP BEAUFURT SC 29902-0000 Name and Address • TYPE BUSINESS: Other Small Business Performing in U.S.			Code 2X580		Facility		10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE			11. X If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned		
							12. Discount Terms Net 10 Days			13. Mail Invoices To the Address in Block See Block 15		
14. Ship To SEE SCHEDULE			Code		15. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264				Code HQ0338		Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2	
16. Type of Order		Delivery/Call		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
Purchase		X		Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated furnish the following on terms specified herein.								
				Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.								
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)			
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. Item No.		19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price			20. Quantity Ordered/Accepted*		21. Unit		22. Unit Price		23. Amount	
		KIND OF CONTRACT: Service Contracts										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. United States Of America By: JOYCE L KLEIN /SIGNED/ KLEINJ@RIA.ARMY.MIL (309)782-5051					25. Total \$37,177.68		
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date Signature Of Authorized Govt Representative					27. Ship. No.		28. D.O. Voucher No.		30. Initials			
36. I certify this account is correct and proper for payment Date Signature And Title Of Certifying Officer					29. Differences		32. Paid By		33. Amount Verified Correct For			
					31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				34. Check Number			
									35. Bill Of Lading No.			
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account Number		42. S/R Voucher No.		
DD Form 1155, Jan 1998 Previous edition may be used												

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 16
	PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

SUPPLEMENTAL INFORMATION

- THE PURPOSE OF THIS PURCHASE ORDER IS TO CONVERT 39 M17 LIGHTWEIGHT DECONTAMINATION SYSTEMS (LDS) FROM THE GASOLINE ENGINE TO THE HEAVY FUEL ENGINE IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK DATED 26 MAR 01.
- IN ADDITION THE GASOLINE ENGINES REMOVED FROM THE NAVY'S LIGHTWEIGHT DECONTAMINATION SYSTEMS ARE TO BE PACKAGED AND SHIPPED TO THE ROCK ISLAND ARSENAL.
- THE FOLLOWING COMPLETE ADDRESSES ARE PROVIDED FOR SHIPPING THE CONVERTED LDS SYSTEMS FOB DESTINATION:

CLIN 0001AA: DOC REL CD 001 (18 UNITS) N62583
 RECEIVING OFFICER
 NCBC, BUILDLING 801
 1000 23RD AVENUE
 ATTN: LYNETTE BIRKETT (805-982-1920)
 M/F: IAC-P3, PC-L
 PORT HUENEME, CA 93043-4301

CLIN 0001AA: DOC REL CD 002 (21 UNITS) N62604
 RECEIVING OFFICER
 NCBC, BUILDLING 320
 2307 UPPER NIXON ROAD
 ATTN: PAUL DARDEN (228-871-2237)
 M/F: IAC-P3, PC-L
 GULFPORT, MS 39501

- THE COMPLETE SHIPPING ADDRESS FOR THE GASOLINE ENGINES FOLLOWS:

ROCK ISLAND ARSENAL
 SMARI-IC
 BUILDING 212 EAST, DOOR 4 STACKER
 ATTN: MIKE PIERCE (309)782-5675
 ROCK ISLAND, IL 61299-5000

- THE NAVY LIGHTWEIGHT DECONTAMINATION SYSTEMS MUST BE AT THE CONTRACTOR'S FACILITY 30 DAYS PRIOR TO THE CONTRACTUAL DELIVERY DATE.
- EARLY DELIVERIES ARE ACCEPTABLE UPON NOTIFICATION AND APPROVAL BY THE CONTRACTING OFFICER.

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

(AA7020)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 3 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

TACOM-RI

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: amsta-aq-ar@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3	52.210-4516 TACOM-RI	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.			

(END OF CLAUSE)

(AS7003)

4	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	JUN/2001
1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).			
2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).			
3. <u>IMPORTANT</u> : Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 4 of 16
---------------------------	---	----------------------------

Name of Offeror or Contractor: AMW CUYUNA ENGINE CO

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

5	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 5 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

Name of Offeror or Contractor: AMW CUYUNA ENGINE CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																															
	SUPPLIES OR SERVICES AND PRICES/COSTS																																																			
0001	<u>Supplies or Services and Prices/Costs</u>																																																			
0001AA	<u>DELIVERABLE SERVICE</u>	39	EA	\$ 925.12000	\$ 36,079.68																																															
	NOUN: 39N,M17CONV.TO,M17HFELDS SECURITY CLASS: Unclassified PRON: R11A1C09SB PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: N6258301MPNP902 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP_CD</u></td></tr><tr><td>001</td><td>W58HZ111846D00</td><td>N62583</td><td></td><td></td><td>3</td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>6</td><td>30-OCT-2001</td></tr><tr><td>002</td><td>6</td><td>30-NOV-2001</td></tr><tr><td>003</td><td>6</td><td>30-DEC-2001</td></tr></table> FOB POINT: Destination SHIP TO: (N62583) NAVAL CONSTRUCTION BATTALION CEN * PORT HUENEME CA 93043 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0499/0000 DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP_CD</u></td></tr><tr><td>002</td><td>W58HZ111846D01</td><td>N62604</td><td></td><td></td><td>3</td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>6</td><td>30-JAN-2002</td></tr><tr><td>002</td><td>6</td><td>28-FEB-2002</td></tr><tr><td>003</td><td>6</td><td>30-MAR-2002</td></tr><tr><td>004</td><td>3</td><td>30-APR-2002</td></tr></table> FOB POINT: Destination SHIP TO: (N62604) NAVAL CONSTRUCTION BATT CENTER * GULFPORT MS 39501	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>	001	W58HZ111846D00	N62583			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	6	30-OCT-2001	002	6	30-NOV-2001	003	6	30-DEC-2001	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>	002	W58HZ111846D01	N62604			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	6	30-JAN-2002	002	6	28-FEB-2002	003	6	30-MAR-2002	004	3	30-APR-2002
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>																																															
001	W58HZ111846D00	N62583			3																																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																		
001	6	30-OCT-2001																																																		
002	6	30-NOV-2001																																																		
003	6	30-DEC-2001																																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP_CD</u>																																															
002	W58HZ111846D01	N62604			3																																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																		
001	6	30-JAN-2002																																																		
002	6	28-FEB-2002																																																		
003	6	30-MAR-2002																																																		
004	3	30-APR-2002																																																		

Name of Offeror or Contractor: AMW CUYUNA ENGINE CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>DAAE20-01-P-0499/0000</div>													
0002	<div>Supplies or Services and Prices/Costs</div>													
0002AA	<div>SERVICES LINE ITEM</div> <div>NOUN: 39N,M17CONV.GAS ENG TO RIA/AF</div> <div>SECURITY CLASS: Unclassified</div> <div>PRON: R11A0C09SB PRON AMD: 01 ACRN: AA</div> <div>CUSTOMER ORDER NO: N6258301MPNP902</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><div>REL CD</div></td><td><div>QUANTITY</div></td><td><div>DATE</div></td></tr><tr><td>001</td><td>1</td><td>30-MAR-2002</td></tr></table> <div>\$ 1,098.00</div>	DLVR SCH		PERF COMPL	<div>REL CD</div>	<div>QUANTITY</div>	<div>DATE</div>	001	1	30-MAR-2002	1	LO		\$ 1,098.00
DLVR SCH		PERF COMPL												
<div>REL CD</div>	<div>QUANTITY</div>	<div>DATE</div>												
001	1	30-MAR-2002												

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 8 of 16
--------------------	---	--------------

Name of Offeror or Contractor: AMW CUYUNA ENGINE CO

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
---	-------------------------	------------------------	----------

PERFORMANCE SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK DATED 26 MAR 01.

(CS6100)

PACKAGING AND MARKING

8	52.211-4500 TACOM-RI	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	FEB/2000
---	-------------------------	---	----------

PACKAGING SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK DATED 26 MAR 01.

(DS6410)

INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

9	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
---	----------	--------------------------------------	----------

DELIVERIES OR PERFORMANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

10	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
11	52.247-34	F.O.B. DESTINATION	JAN/1991
12	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 9 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

13 52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION APR/1984

(a) The term 'f.o.b. inland carrier, point of exportation,' as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absense of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading;

(3)(i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

(End of clause)

(FF7050)

14 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 10 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

(End of Clause)

(FS7240)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 11 of 16

PIIN/SIIN DAAE20-01-P-0499

MOD/AMD

Name of Offeror or Contractor: AMW CUYUNA ENGINE CO

CONTRACT ADMINISTRATION DATA

										JOB			
LINE	PRON/	OBLG								ORDER	ACCOUNTING	OBLIGATED	
<u>ITEM</u>	<u>AMS_CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>	
0001AA	R11A1C09SB	AA	2	17	111804KC6C0006258300668942DPNF902625831GTJ230						\$	36,079.68	
0002AA	R11A0C09SB	AA	2	17	111804KC6C0006258300668942DPNF902625831GTJ230						\$	1,098.00	
											TOTAL	\$	37,177.68
SERVICE										ACCOUNTING			
<u>NAME</u>	<u>TOTAL BY ACRN</u>			<u>ACCOUNTING CLASSIFICATION</u>						<u>STATION</u>	OBLIGATED		
											<u>AMOUNT</u>		
Navy		AA		17	111804KC6C0006258300668942DPNF902625831GTJ230						\$	37,177.68	
											TOTAL	\$	37,177.68

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 12 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

15 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) MAY/2000
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are DouglasB@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-1218/ATTN: Barbara Douglas and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(End of Clause)

(HS6510)

16 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 13 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
19	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
20	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR/1984
21	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
22	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
23	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
24	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
25	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
26	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2001

Paragraph (b)(1)(ix) is deleted from this clause.

Information to be inserted in Paragraph (c):

http://www.arnet.gov/far/
or
www.acq.osd.mil/dp/dars

27	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
----	----------	---	----------

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

28	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10)	DEC/1989
----	----------	--	----------

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 14 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon -
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 15 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0499 MOD/AMD	Page 16 of 16
Name of Offeror or Contractor: AMW CUYUNA ENGINE CO		

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(IF7016) (End of clause)